

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta

OCT 30 2014

JAMES N. HYIEN, Clerk
Deputy Clerk

Sherrie Hampton-Muhamed,)
Plaintiff,)
)
v.) Civil Action No. 1:13-CV-3659-CC
)
James B Nutter & Company, et al;)
Ronald R. Wolfe & Assocs, et al;)
JOHN DOES 1-20,)
Defendants)

AFFIDAVIT IN REBUTTAL of AFFIDAVIT FOR VICTORIA S. JONES

(Doc. 18-7, 8/19/14)

The State of Georgia)
) ss. *TO ALL TO WHOM THESE PRESENTS SHALL*
The County of Gwinnett) *COME*

PLEASE TAKE NOTICE, that **Sherrie Hampton-Muhamed**, your Affiant and the undersigned, with personal knowledge of matters set forth herein, one of the people of Georgia, in correct public capacity, being of majority in age, competent to testify with clean hands, without waiving any rights, remedies, or defenses declares, verifies and affirms that the facts stated herein are true, correct, and complete in all material fact, not misrepresented and made under the penalties of perjury of the laws of the united States of America and the State of Georgia, except

those statements of fact made upon information and belief, and as to those statements, the undersigned believes them to be true:

1. I am a consumer who has filed an Amended Complaint for Fair Debt Collection Practices Act ("FDCPA") violations and am disputing the debt in my Amended Complaint to curtail Ronald R. Wolfe's ("RRW") abusive debt collection practices and therefore dispute the items below in the affidavit:

2. Item #2 states that Attorney Jones files and prosecutes foreclosure actions in Florida for RRW. Attorney Jones is acting in the capacity of a debt collector. Affiant's Complaint is about Attorney Jones' actions in relation to debt collection for an alleged debt Affiant does not owe, in violation of FDCPA, 15 USC 1692, et seq., which has nothing to do with foreclosure.

3. Affiant disputes Item #4 Attorney Jones in his professional capacity could have transacted business in Georgia by taking action on affiants file in pursuit of debt collection. When Attorney Jones reached across the Florida state line into Georgia, in attempt to collect a debt, even though the principle location of the alleged debt is in Missouri, she and RRW are in effect, in fact conducting business in Georgia. RRW sent a process server to serve process upon affiant in Georgia. Attorney Jones and other attorneys of RRW mailed to my address in Georgia continued communication in attempts to collect a debt. Attorney Jones'

professional action violated 15 USC 1692e by continuing with false and misleading information to the court in attempts to collect a debt that was disputed and never validated.

4. Affiant disputes Item # 7. If Attorney Jones transacted anything on this case, she was transacting business in Georgia and would have created a tortious injury. All of the evidence of the tort is in the case or will be presented later.

5. Affiant disputes Item # 8. Attorney Jones has not shown where she has not conducted business in Georgia on affiant's debt collection. If she was paid to act on behalf of the firm and/or for herself, and the firm was making money on their deliberate actions in Georgia, then she would have derived revenue from the actions in Georgia. Until further information is discovered, there is no way of knowing whether that action was persistent or consistent when she acted until someone takes responsibility for the creation, execution and delivery of the documents..

6. Affiant disputes #11 since the Amended Complaint she reviewed was not about the prosecution of a foreclosure action it was about the behavior and conduct of Attorney Jones and the RRW employees in their attempts to collect a debt from affiant.

7. Affiant disputes #12 as being so nonspecific that affiant does not know

what this backup attorney did and what Andrea Pidala did. It appears that everyone in this case is trying to pass the liability and responsibility on to someone else and no one is being held liable for the violations of federal law. If anyone in the office could sign documents based on who was available, then how am I supposed to know who actually created the documents, were they diligent in handling the case, and who is going to take responsibility for their actions. Without discovery there is no way of knowing if she truly did or did not have any knowledge or responsibility in this case.

9. In dispute of Item # 14, Attorney Jones name is on the document but affiant cannot tell who signed it. Since Pidala did not take responsibility for signing the document with Jones name on it, then how is affiant supposed to know who really signed, created, executed or delivered the document. Because it is unknowable who actually signed the document I have no way to verify the veracity of Attorney Jones statements without obtaining the documents and other information in discovery that would exonerate her statement.

10. In dispute of Item #15 affiant states that any continued action on this file is debt collection in Georgia. In order to pursue the debt collection, Attorney Jones would have to reach into Georgia.

Further, Affiant sayeth naught.

Dated this 29th day of October, 2014.

Done under my hand and seal of my freewill act and deed.

By: Sherrie Hampton-Muhamed
Sherrie Hampton-Muhamed, Authorized Signatory for and
Director of SHERRIE HAMPTON-MUHAMED, a Legal Person
4329 Donerail Drive
Snellville, Georgia [30039]

State of Georgia)

)ss.:

JURAT/ACKNOWLEDGMENT

County of Gwinnett)

On this 29 day of October, 2014, before me,

Howard F. Lowe, a Notary Public in and for
the State of Georgia and County of Gwinnett, personally appeared **Sherrie
Hampton-Muhamed**, who proved to me on the basis of satisfactory evidence to
be the living woman who attested and subscribed to the within above instrument,
by the above-named party's unlimited commercial liability, as true, correct,
complete and not misleading, and further proven that she is the woman subscribed
to within this instrument.

Witness my hand and seal this 29 day of Oct, 201 4.

[Signature]
Notary Public

My Commission Expires: 02/04/2018

